



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: January 10, 2012.

**H. CHRISTOPHER MOTT
UNITED STATES BANKRUPTCY JUDGE**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

| | | |
|---------------------------|---|-----------------------|
| IN RE: |) | |
| |) | |
| LUDGATE INVESTMENTS, LLC. |) | Case No. 11-32402-HCM |
| |) | Chapter 11 |
| Debtor. |) | |
| |) | |
| PRONTO MORTGAGE, LLC |) | |
| |) | |
| Movant, |) | |
| |) | |
| vs. |) | |
| |) | |
| LUDGATE INVESTMENTS, LLC, |) | |
| ALICIA ROJAS-JAYME, and |) | |
| EDUARDO PARRA. |) | |
| |) | |
| Respondent. |) | |

**AGREED ORDER REGARDING MOTION TO OBTAIN RELIEF
FROM AUTOMATIC STAY AGAINST PROPERTY**

On the 22nd day of December, 2011, came on to be heard the Motion to Obtain Relief from Stay ("Motion") filed by Pronto Mortgage, LLC. The Debtor appeared in person through its representative, Alicia Rojas, and its attorney, Omar Maynez. Movant appeared in person through

its representative, Greg Malooly, and its attorney, Cheryl S. Davis. Also present was Respondent Eduardo Parra.. The parties announced that an agreement has been reached in this matter.

The parties have agreed that:

1. The Stay of 11 U.S.C. §362 shall remain in effect as to Movant, its successors and assigns, except as hereinafter provided.

2. Movant may proceed under state law with the notice requirements for a February, 2012, foreclosure on the real property with all improvements known as:

Lot 8, Block 1, SUN RIDGE SUBDIVISION UNIT 1, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 69, Page 4, Real Property Records of El Paso County, Texas, commonly known as 12400 Sun Willow, property located at 12400 Sun Willow, El Paso, Texas, ("the Sun Willow property").

3. The Debtor must pay two (2) monthly payments of \$2,190.00 each no later than January 16, 2012, to Movant.

4. The Debtor must pay the sum of \$2,000.00, for carpet installed in the Sun Willow property, to Movant no later than January 16, 2012.

5. The Debtor must pay the 2011 real property taxes in full no later than January 31, 2012.

6. In the event the Debtor fails to make all payments as set forth in paragraphs 3, 4, and 5 above, Movant may proceed with the February 2012 foreclosure. There will be no grace period on any of the above payments.

7. In the event the Debtor makes all payments as set forth in paragraphs 3, 4, and 5 above, Movant will pass the February 2012 foreclosure until March 6, 2012.

8. In the event of a foreclosure on the Sun Willow property, the parties agree that the home will be turned over in its present condition. The parties agree that no fixtures, plumbing, heating or cooling, or appliances will be removed. Further, the parties agree that there will be no damage to

the walls, floors, tile, or any other parts of the home.

9. The Debtor will have until March 5, 2012, to sell the Sun Willow property. The property must be sold, closed and funded no later than 5:00 p.m. on said date. In the event the property is not sold, closed, and funded by 5:00 p.m. on March 5, 2012, the automatic stay of §362 will terminate with no further notice and Movant will be allowed to proceed with the March 6, 2012 foreclosure.

10. Movant agrees that it will restructure the note on the real property with all improvements known as:

Tract 49 of RANGERS REST No. 2, an addition to El Paso County, Texas, according to the plat thereof recorded in Volume 15, Page 59, of the Plat Records of El Paso County, Texas, and Tract 3N2, Block 55, YSLETA GRANT, an addition to the City of El Paso, El Paso County, Texas, according to the map made for tax purposes on file at the Central Appraisal District, commonly known as 1141 Ranger. ("the Ranger property").

The parties agree that the balance of the loan, including accrued interest, late fees and attorney fees, will be amortized over twenty-five (25) years at 7% interest, with a balloon payment for the remaining amount due in five (5) years. The note will also provide for an escrow payment for taxes and insurance.

11. The Debtor will pay the 2011 real property taxes in full on the Ranger property no later than January 31, 2012.

12. Movant agrees that the cross collateralization provision in the Deeds of Trust will be waived; however, the parties agree that in the event the Sun Willow property is sold, the net proceeds will first be applied to cure the default on the Ranger property through the December, 2011 payment, plus the attorney fees attributable to the Ranger property. The past due payments include June through December, 2011 at \$2,503.43 per month totaling \$17,524.01, late charges from June through December, 2011, at \$176.77 per month totaling \$1,237.39, and legal fees of \$3,750.00, for a total

due on the Ranger property of \$23,511.40 as of December 31, 2011. In the event the Ranger note has been restructured at the time of the sale of the Sun Willow property, the note will be reduced by the amount of the payment.

13. The Debtor will provide proof of insurance for both the Sun Willow property and for the Ranger property evidencing that the policies have been paid in full for one year as required by the Deeds of Trust.

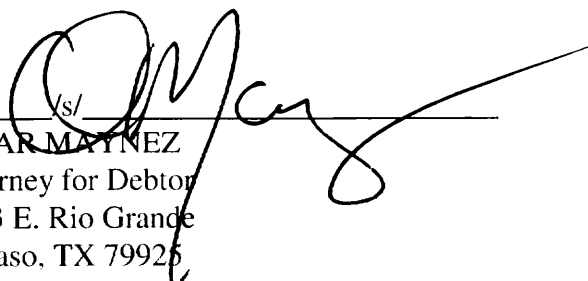
14. All parties agree that the Debtor, Alicia Rojas, and/or Eduardo Parra will not attempt to block or stop any foreclosure on the properties through any legal means, including but not limited to filing bankruptcy or requesting injunctive relief in state court, either individually or through the corporation.

15. Upon the sale of the Sun Willow property or the foreclosure of the Sun Willow property, whichever occurs, the Debtor agrees that it will file a Motion to Dismiss the instant Chapter 11 proceeding.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that, subject to the above agreement of the parties, the Stay of 11 U.S.C. §362 and 1301 is modified as to Movant, its successors and assigns.


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APPROVED:

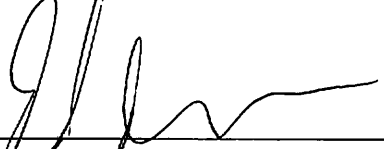


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ALICIA ROJAS, Individually and as
Managing Partner for Ludgate Investments



EDUARDO PARRA